

BYLAWS
OF
CHADBURY VILLAGE HOMEOWNERS' ASSOCIATION

A South Carolina Nonprofit Corporation

ARTICLE I
Name, Principal Office, and Definitions

- 1.1 **Name.** The name of the corporation is Chadbury Village Homeowners' Association ("Association").
- 1.2 **Principal Office.** The Association's principal office shall be located in Charleston County, S. C. The Association may have such other offices, either within or outside Charleston County, S.C., as the Board of Directors may determine or as the Association's affairs require.
- 1.3 **Definitions.** The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Chadbury Village Homeowners' Association, Inc., as amended, filed in the Office of Register of Deeds for Charleston County, South Carolina, as it may be supplemented and amended ("Declaration"), unless the context indicates otherwise.

ARTICLE II
Association: Membership, Meetings, Quorum, Voting, Proxies

- 2.1 **Members.** Each Owner of a Lot (as defined in the Declaration) shall be a Member of the Association. The Association shall have only Class A membership as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference subject to such terms and conditions as set forth in the Declaration and these Bylaws.
- 2.2 **Place of Meetings.** Association meetings shall be held at a suitable place convenient to the Members as the Board may designate.
- 2.3 **Annual Meetings.** Annual meetings shall be held each year at a time and place set by the Board generally in October. A semi-annual meeting may also be held at the discretion of the Board.
- 2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed by at least twenty-five percent (25%) of the voting interest of the

Members. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

2.5 Notice of Meetings. The primary method of serving notices and other information with Members shall be electronic mail (email) whenever possible. Members may notify the Secretary in writing if they do not wish to receive emails and would prefer US Mail. It is the responsibility of the Member to notify the secretary of changes to email address or street address for US Mail. It shall be the duty of the Secretary to either email, post on the Association web site, mail or to cause to be delivered to the Owner of each Lot (as shown in the records of the Association) a notice of each annual or special meeting of the Association stating the time and place where it is to be held and in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. The emailing, mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices for annual and special meetings shall be served at least thirty (30) days but not more than sixty (60) days in advance of such meeting.

If emailed the notice of a meeting shall be deemed to be delivered at the time the email is sent. If mailed, the notice of a meeting shall be deemed to be delivered upon placement in a US Postal Service container.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At any such adjourned meeting, the necessary quorum shall be fifty (50%) percent of the Members who were present either in person or by proxy at the original meeting.

2.8 Voting. The Declaration shall set forth the Member's voting rights; such voting rights provisions are specifically incorporated by this reference.

2.9 Authority of Person Voting. If the Member is a corporation, partnership, limited liability company, trust, or similar entity, the Association may require the person purporting to vote on behalf of such Member to provide reasonable evidence that such person (the "Representative") has authority to vote for such Member. The Board shall have the authority to determine, in its sole discretion, whether any person claiming to have authority to vote on behalf of or as a Member has such authority. Unless the authority of the Representative is challenged in writing at or before the time of voting, or is challenged orally at the time of voting, the Association may accept such

Representative as a person authorized to vote for such Member, regardless of whether evidence of such authority is provided. There will be no more than one vote per Lot.

2.10 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy unless otherwise specified.

2.11 Majority. As used in these Bylaws, the term "majority" shall mean those votes of the Members, or other group as the context may indicate, totaling more than fifty percent (50%) of the votes of Members at a meeting at which a quorum is present.

2.12 Quorum. At all meetings of Members, regular or special, except as to Article IV, Section 5 of the Declaration, the presence, in person or by proxy, of at least ten percent (10%) of the total eligible vote of the Association shall constitute a quorum in accordance with Section 33-31-722, Code of Laws of South Carolina, 1976, as amended. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. Any amendment to this Section shall comply with the provisions of Section 33-31-1023 of the South Carolina Nonprofit Corporation Act.

2.13 Conduct of Meetings. The Secretary shall keep the minutes of the meetings and record in the minute book all resolutions adopted and all other transactions occurring at such meetings. Further, Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation, the Declaration, these By-Laws or the statutes of the State of South Carolina.

2.14 Action Without a Meeting. Any action to be taken at a meeting of the Members, or which may be taken at a meeting of the Members, may be taken without a meeting if written consents setting forth the action so taken are signed by Members holding at least fifty-one percent (51%) of the Association's voting power. Action taken without a meeting shall be effective on the date that the last consent is executed. Each signed consent shall be delivered to the Association and shall be included in the minutes of the meetings of the Members filed in the permanent records of the Association.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1 Governing Body; Composition. The business and affairs of the Association shall be governed by a Board of Directors ("Board"). Each director shall have one equal vote. The directors shall be Members of the Chadbury Village Homeowners' Association; provided,

however, that no two persons, being either Owners or residents, of any one Lot may serve on the Board at the same time. No member of the same family or extended family may serve on the Board at the same time. A "resident" shall be any person eighteen (18) years of age or older who owns a Lot within the Chadbury Village Homeowners' Association.

3.2 Number of Directors. The Board shall consist of at least three (3) directors and no more than seven (7) directors as provided in Section 3.4 below.

3.3 Nomination and Election Procedures.

(a) Nomination of Directors. Nominations shall be permitted from the floor at the Annual Meeting. Individuals may nominate themselves. The Board may nominate candidates. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.4 Election and Term of Office.

(a) Directors shall be elected by the Members and hold office as follows:

(i) Directors shall be elected at the Association's annual meeting. Each Member may cast the entire vote assigned to his/her Lot for each position to be filled. There shall be no cumulative voting. The candidates receiving the greatest number of votes shall be elected to the available positions. Directors may be elected to serve any number of consecutive terms.

(ii) Upon the affirmative vote of the Board, the number of directors may be expanded to any number up to and including seven (7) directors. The directors shall each serve a term of one (1) year. Notwithstanding the foregoing, upon majority vote of the Board, the Board may implement staggered terms of one (1) and two (2) years.

3.5 Removal of Directors and Vacancies. At any regular or special meeting of the Association duly called at which a quorum is present, any one or more directors may be removed, with or without cause, by a vote of a majority of the Members in attendance at the meeting and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who had three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors at a meeting.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

3.6 Annual Meetings. The Board shall hold an annual meeting within thirty (30) days following each annual meeting of the Members at such time and place the Board shall fix.

3.7 Regular Meetings. The Board may hold regular meetings at such time and place a majority of the directors shall determine, but the Board shall hold at least four (4) such meetings during each year. The Board shall give notice of the time and place of a regular meeting to directors not less than seven (7) days prior to the meeting; provided, the Board need not give notice of a meeting to any director who has signed a waiver of notice or a written consent to holding the meeting.

3.8 Special Meetings. The Board may hold special meetings when called by written notice signed by the President, the Vice President, or any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) email; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile.

3.9 Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present; and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10 Telephonic Participation in Meetings. Members of the Board or any committee the Board designates may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence at such meeting.

3.11 Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless the Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is present initially may continue to transact business notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact without further notice any business which it might have transacted at the original meeting. Any amendments to this Section shall comply with the provisions of the Section 33-31-1024 of the South Carolina Nonprofit Corporation Act.

3.12 Compensation. Directors shall not receive any compensation from the Association for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director makes his or her interest known to the Board prior to

entering into such contract and a majority of the Board, excluding the interested director, approves such contract.

3.13 Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14 Closed Meetings. All Board meetings shall be closed to all Members. Only the following matters are open for discussion in executive session and shall remain confidential between existing Board members only:

(a) matters pertaining to Association employees or involving the employment, promotion, discipline, or dismissal of an officer, agent or employee of the Association;

(b) consultation with legal counsel regarding disputes that are the subject of pending, possible or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal conduct;

(d) matters subject to specific constitutional, statutory; or judicially imposed requirements protecting particular proceedings or matters from public disclosure; and

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

3.15 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. This includes actions taken by electronic mail. The Secretary shall record in the minutes all transactions and proceedings pursuant to this paragraph.

C. Powers and Duties.

3.16 Powers. The Board shall have all of the powers and duties necessary for managing the business and affairs of the Association and for performing all responsibilities and exercising all of the Association's rights as set forth in the Declaration and as provided by law. The Board may do or cause to be done all acts and things not limited by the Declaration or South Carolina law to be done and exercised exclusively by the Members.

3.17 Duties. The Board's duties shall include, without limitation:

(a) causing to be prepared and adopting, in accordance with the Declaration, an annual budget establishing each Member's share of the common expenses and assessments to be collected from the Members to pay such expenses;

- (b) levying and collecting such assessments from the Members;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Area and entering into agreements with adjacent property owners to allocate maintenance responsibilities and costs of certain public rights-of-way and other property within or adjacent to the Properties;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on the Association's behalf in an FDIC insured bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;
- (f) adopt, amend and publish Rules and Regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration;
- (i) enforcing by legal means the provisions of the Declaration and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration and Bylaws and all other books, records, and financial statements of the Association as provided in Section 6.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing operation of the Properties;

(o) indemnifying an Association director, officer, or committee member, or former Association director, officer, or committee member to the extent such indemnity is required by South Carolina law, the Articles of Incorporation, or the Declaration; and

(p) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

3.18 Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Board may also employ an Accounting Firm or accountant to manage the financial records of the Association.

3.19 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) the Association's cash accounts shall not be commingled with any other accounts;

(d) the managing agent and all Board Members shall accept no remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, services fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) the managing agent shall disclose to the Board promptly any financial or other interest which the managing agent may have in any firm providing goods or services to the Association; Board Members shall likewise disclose same to the membership;

(f) an annual report consisting of at least the following shall be presented to the Board and made available to all Members within one-hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent accountant; however, upon written

request of any holder, guarantor, or insurer of any first Mortgage on a Lot, and at the expense of the party making the request, the Association shall provide an audited financial statement.

3.20 **Borrowing.** The Association shall have the power to borrow money for any legal purpose as determined by the Association's Board of Directors in its sole discretion.

3.21 **Right to Contract.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with residential or nonresidential owners' associations outside the Property; however, any common management agreement shall require the Board's consent.

3.22 **Enforcement.** In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Lot of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Declaration. In addition, the Board may suspend any services the Association provides to an Owner or an Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest or invitee of a Lot violates the Declaration and a fine is imposed, the Association shall first attempt to assess the fine against the occupant, tenant, employee, guest, or invitee; however, if the occupant does not pay the fine within the time period the Board sets, the Owner shall pay the fine upon notice from the Association. The Board's failure to enforce any provision of the Declaration shall not be deemed a waiver of the Board's right to do so thereafter.

(a) **Notice.** Prior to imposition of certain sanctions requiring notice under the Declaration, the Board, or its delegate, shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written appeal to the Board provided, however, an appeal as to a parking violation must occur within five (5) days; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice or begun within five (5) days of the notice as to a parking violation. If a timely challenge is not made, the sanction stated in the notice shall be imposed; however, the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period or five (5) day period as to a parking violation. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) **Appeal.** If an Appeal is presented within the allotted five (5) day or ten (10) day period, whichever is applicable, the Appeal shall be decided by the Board in executive session and the decision of the Board delivered or mailed to the alleged violator within five (5) days. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator

presents an Appeal to the Board. The minutes of the meeting shall contain a written statement of the results of the Appeal and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration by self-help (specifically including, but not limited to, towing vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessary compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

3.23 Board Standards. While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a director from liability for actions taken or omissions made in the performance of such director's duties, except for liability for wanton and willful acts or omissions.

In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

The burden of proof in any challenge to an action or inaction by a director shall be on the party asserting liability.

The operational standards of the Board and any committee the Board appoints shall be the requirements set forth in the declaration or statutes for the State of South Carolina or the minimum standards which the Board, and the Architectural Control Committee may establish. Such standard shall, in all cases, meet or exceed the standards set by the Board. Operational standards may evolve as the needs and demands of the Community change.

ARTICLE IV **Officers**

4.1 Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The Officers shall be elected from among the Board members. The same person may hold any two (2) or more offices, except the office of President. The Vice President acts in place of the President when requested to do so or during his/her absence. The Secretary shall be responsible for preparing minutes of all directors' and Members' meetings and for authenticating records of the corporation. The Treasurer is responsible for overseeing or maintaining the Associations financial records. The role of Secretary and Treasurer may be combined.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the Association's interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Secretary shall prepare, execute, certify, and Record amendments to the Declaration as provided in the Declaration. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases and other Association instruments in excess of \$2,000.00, except checks, shall be executed by at least two (2) officers or by such other person or persons as a Board resolution may designate. Checks must be signed by at least one Officer or issued electronically through the bank.

4.7 Compensation. Officers' compensation shall be subject to the same limitations as directors' compensation under Section 3.12.

ARTICLE V **Committees**

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE VI **Miscellaneous**

6.1 Fiscal Year. The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law or the Declaration.

6.3 Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any Member, or the duly appointed representative of any of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the Rules and Regulations, the membership register, books of account, and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place as the Board shall designate. A reasonable fee may be imposed for copying costs.

(b) Rules for Inspection. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made;
and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right, at any reasonable time, to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

6.5 Notices. Unless the Declaration or these Bylaws otherwise provide, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, transmitted by email or if sent by United States mail:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6 Amendment.

(a) By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing greater than fifty percent (50%) of the total vote in the Association.

(b) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon Recordation, unless the amendment specifies a later effective date. Any procedural challenge to an amendment must be made within one year of its Recordation or such

